

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 11-13-65043

HUD# 07-14-0153-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

PRIDE GROUP, INC. A/K/A PLYMOUTH LIFE, INC.

1240 Lincoln Street NE

Le Mars, Iowa 51031

PRIDE GROUP, INC.

6059 390th Street

Primghar, Iowa 51245

EUNICE WILSON

Pride Group, Inc.

6059 390th Street

Primghar, Iowa 51245

STACIE VERGITH

Pride Group, Inc.

6059 390th Street

Primghar, Iowa 51245

COMPLAINANT

KENNETH HAWKINS, JR.

1103 Nebraska Street Apartment 14

Sioux City, Iowa 51104

Iowa

and

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties:

Complainant alleged Respondents discriminated against him by unlawfully retaliating against him by evicting him after he reported to Respondents on February 17 and 18, 2013, that his fiancée had been the victim of sexual harassment while living at Respondents' residential rental property. When Respondents failed to take remedial action, Complainant alleged he reported the harassing conduct to the Iowa Department of Inspections and Appeals (DIA) and Respondents subsequently evicted him on February 21, 2013. The subject property is a 34-bed residential care facility located at 6059 390th Street, Primghar, Iowa 51245.

A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Laws

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under the "Iowa Civil Rights Act of 1965" (ICRA); or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under the ICRA; or because of lawful opposition to any practice forbidden by the ICRA. Iowa Code § 216.11(2).

2. Respondents also acknowledge that the Iowa Civil Rights Act, as amended, makes it unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, on account of the person having exercised or enjoyed, or on account of the person having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by section 216.8, 216.8A, or 216.15A. Iowa Code § 216.11A.

Voluntary and Full Settlement

3. The parties acknowledge this Predetermination Settlement Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.

4. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.

5. Respondents agree the Commission may review compliance with this Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

Disclosure

6. Because, pursuant to Iowa Code §216.15A(2)(d), the Commission has not determined that disclosure is not necessary to further the purposes of the ICRA relating to unfair or discriminatory practices in housing or real estate, this Agreement is a public record and subject to public disclosure in accordance with Iowa's Public Records Law, Iowa Code Chapter 22. See Iowa Code §22.13.

Release

7. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

Fair Housing Posters

8. Respondents agree to place the federal Fair Housing Poster (English and Spanish) in each of their rental or leasing offices in a conspicuous location, easily viewable to tenants and prospective tenants. Fair Housing Posters in English may be obtained online from the Commission's website at: http://www.state.ia.us/government/crc/docs/fair_housing_poster_july_2008.pdf

The corresponding version in Spanish may be obtained at:

http://www.state.ia.us/government/crc/docs/fair_housing_spanish_july08.pdf.

Respondents also agree to send documentation to the Commission, verifying the posters have been placed, with the address of the rental office where the posters are displayed, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of receiving a Closing Letter from the Commission.

Relief for Complainant

9. Within seven days (7) days of receiving a Closing Letter from the Commission, Respondents agree to pay Complainant \$1,250.00 without any deductions (the "Settlement Check"). Respondents agree the check will be made out to Complainant and will be mailed to Complainant at the address listed on Page One of this Agreement. Complainant shall be fully liable for any taxes associated with the Settlement Check. Within seven days (7) days of receiving a Closing Letter from the Commission, Respondents agree to send a copy of the Settlement check to the Commission.

Reporting and Record-Keeping

10. Respondents shall forward to the Commission objective evidence that the fair housing posters have been displayed, as evidence of compliance with Term 8 of this Agreement.

11. Within seven days (7) days of receiving a Closing Letter from the Commission, Respondents agree to send a copy of the Settlement check to the Commission as evidence of compliance with Term 9 of this Agreement.

All required documentation of compliance must be submitted to:

Don Grove, Supervisor of Housing Investigations

Grimes State Office Building

400 East 14th Street,

Des Moines, Iowa 50319

Pride Group, Inc., A/K/A Plymouth Life, Inc. RESPONDENT

Date

Pride Group, Inc., RESPONDENT

Date

Eunice Wilson, RESPONDENT

Date

Stacie Vergith, RESPONDENT

Date

Kenneth Hawkins, Jr., COMPLAINANT

Date

Beth Townsend, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION